REMARKS

Reconsideration of this application is respectfully requested in view of the foregoing amendment and the following remarks.

Claims 1-39 were currently pending. Applicants have amended claims 1, 4, 8, 9, 10, 12, 15, 22, 27, and 34, and canceled claims 5, 7, 11, 30, 31, 36, and 37 without prejudice. Applicants also have amended claims 38-39 to correct typo mistakes. Support for these amendments can be found at, for example, page 18, lines 7-10, and page 27, lines 4-6. Applicants respectfully assert that these amendments add no new matter, and their entry is respectfully requested. After entry of these amendments, claims 1-4, 6, 8-10, 12-29, 32-35, 38, and 39 will be pending, of which claims 1, 9, 15, 22, 27, and 34 are independent claims.

Applicants amended the title of the application in a prior response dated April 13, 2003 to -- SYSTEM AND METHOD FOR MANAGING COMPLIANCE WITH SERVICE LEVEL AGREEMENTS -- to overcome the objection thereto set forth in the previous Office Action mailed January 13, 2004. At that time, Applicants also submitted new Figures 5 and 5A to overcome the objection thereto in the previous Office Action. Applicants respectfully submit that these amendments overcome the objection to the title and Figures 5 and 5A, and respectfully request that the Examiner reconsider and withdraw the objections.

In the Office Action, claims 1-6, and 9-39 were rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,628,629 to Jorgensen et al. ("Jorgensen"). Claims 7-8 were rejected as being unpatentable over Jorgensen in view of U. S. Publication No. US 2003

0,187,966A1 to Sinha et al. ("Sinha"). To the extent these grounds of rejection might still be

applied to claims presently pending in this application, they are respectfully traversed.

Amended claims 1, 15, and 27 direct to systems for delivering messages in one or more

delivery jobs. As amended, claim 1 recites that a policy manager is "operable to determine a

delivery prioritization corresponding to one or more delivery jobs based on penalties determined

for the one or more delivery jobs, wherein the penalties are determined using the stored

information and wherein the penalties are modifiable during a processing sweep through the one

or more delivery jobs," and the policy manager is "further operable to reprioritize the one ore

more delivery jobs based on the modified penalties." Amended claim 1 also recites that a queue

manager is "operable to communicate with the policy manager to manage the one or more

delivery jobs to be delivered in accordance with the delivery prioritization determined by the

policy manager."

In amended claim 15, a policy manager "obtains the one or more delivery records

corresponding to one or more delivery jobs" and a queue manager determines "a delivery

prioritization for the one or more delivery jobs based on a penalty determined for each of the one

or more delivery jobs, wherein the penalties are determined using the stored one or more delivery

parameters and wherein the penalties are modifiable during a processing sweep through the one

or more delivery jobs," and the queue manager is further "operable to reprioritize the one or

more delivery jobs based on the modified penalties."

Claim 27, as amended, includes, among other things, "means for assigning an initial

priority to each delivery job in accordance with the obtained service level agreement record,

wherein each priority is determined in accordance with a penalty determined for each delivery

job, wherein the penalty is determined using the obtained service level agreement record, means

for determining a delivery prioritization of the one or more delivery jobs based on the assigned

priorities of the one or more delivery jobs, means for managing the one or more delivery jobs to

be delivered in accordance with the delivery prioritization, means for processing the one or more

delivery jobs through at least one processing sweep, means for determining whether to modify

any of the penalties determined for the one or more delivery jobs during the at least one

processing sweep, means for modifying each penalty for which a determination is made that the

penalty be modified, and means for reprioritizing the one or more delivery jobs based on

modified penalties."

Amended claims 9, 22, and 34 direct to methods for managing compliance with service

level agreements. Similar features as described above with reference to amended claims 1, 15,

and 27 have also been incorporated into amended claims 9, 22, and 34.

Applicants respectfully submit that Jorgensen fails to teach or suggest the above features

recited in the amended claims. In Jorgensen, the priority list is based on an SLA between a client

and a service provider. Jorgensen, however, fails to teach or to suggest the above penalty and

reprioritization features, as recited in amended independent claims. As stated in col. 17, lines 34

to col. 18, line 5, Jorgensen describes several options to control the quality of service (QoS). For

updating queuing, Jorgensen only mentions that priority queuing simply reorders data packets in

the queue based on their relative priorities and types, so that data from more latency- and jitter-

sensitive traffic can be moved to the front of the queue. Nowhere in Jorgensen, however, teaches

or suggests that a "penalty is modifiable during a processing sweep through the one or more delivery jobs" and the policy manager (or the queue manager) is "further operable to reprioritize the one or more delivery jobs based on the modified penalties," as recited in the amended claims 1, and 15, and "means for processing the one or more delivery jobs through at least one processing sweep, means for determining whether to modify any penalty determined for each of the one or more delivery jobs during the at least one processing sweep, means for modifying each penalty for which a determination is made that the penalty be modified, and means for reprioritizing the one or more delivery jobs based on the modified penalties," as recited in amended claim 27.

Furthermore, nowhere in Jorgensen teaches or suggests a method that comprises, at least, during at least one processing sweep, "determining whether to modify any of the penalties determined for each of the one or more delivery jobs, modifying each penalty for which a determination is made that the penalty be modified, and reprioritizing the one or more delivery jobs based on the updated penalties," as recited in amended claims 9 and 22 and similarly in amended claim 34.

Accordingly, it is respectfully submitted that amended independent claims 1, 9, 15, 22, 27, and 34 are patenable over Jorgensen and the §102(a) rejection of claims 1-6 and 9-39 be withdrawn. Furthermore, it is respectfully submitted that dependent claims 2-4, 9-10, 12-14, 16-21, 23-26, and 28-29, 32-34, and 38-39 are also patentable at least due to their dependencies from patentable independent claims.

Furthermore, Applicants respectfully request that the Examiner reconsider and withdraw

the rejection of claim 8 as being obvious over the combination of Jorgensen and Sinha at least

due to their dependencies from patentable independent claim 1.

In view of the foregoing all of the claims in this case are believed to be in condition for

allowance. Should the Examiner have any questions or determine that any further action is

desirable to place this application in even better condition for issue, the Examiner is encouraged

to telephone Applicants' undersigned representative at the number listed below.

SHAW PITTMAN LLP
1650 Tysons Boulevard
McLean, VA 22102
Tel: 703-770-7577

Date: August 13, 2004

Respectfully submitted,

DUTRA ET AL.

By: _____
Wan-Ching Yen Montfort
Patent Agent

CYM/dkp

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